



THE CITY OF WINNIPEG

TENDER

TENDER NO. 354-2024

PROVISION OF TOWING VEHICLES FOR WINNIPEG POLICE SERVICE

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF TOWING VEHICLES FOR WINNIPEG POLICE SERVICE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 28, 2024.

B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B3.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices;
- B7.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8. BID

- B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by their duly authorized officer or officers;

- (d) if the Bidder is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B9.6 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

B9.1 The Bidder shall enter the lump sum price in Canadian funds for the Work in the Total Bid Price field in MERX.

B9.1.1 Notwithstanding C12.2.3, the price on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

B9.2 The Bidder shall state a separate price in Canadian funds for each of the following items of Work on Form B: Prices:

- (a) Separate Price - Item No. 1 shall be the amount to be deducted from the lump sum price if ^ is substituted for ^ in accordance with ^ of the Specifications;
- (b) Separate Price - Item No. 2 shall be the amount to be deducted from the lump sum price if ^ is reduced in accordance with ^ of the Specifications;
- (c) Separate Price - Item No. 3 shall be the amount to be deducted from the lump sum price if ^ is deleted in accordance with ^ of the Specifications.

B9.2.1 Notwithstanding C12.2.1 and C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

- B9.3 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B9.4 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B9.5 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.
- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work in the appropriate field in MERX.
- B9.1.1 Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B9.1.2 Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.
- B9.2 The quantities listed are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10. DISCLOSURE

- B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B10.2 The Persons are:
- (a) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

- B11.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or

- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
 - (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the Tender process or the Work; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B11.3** In connection with their Bid, each entity identified in B11.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B11.4** Without limiting B11.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B11.5** Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B11.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B12. QUALIFICATION

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and

- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.5 and D6).
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - ;
- B12.4 Further to B12.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
- (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>.
- B12.5 Further to B12.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B12.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

- B13.1 Bids will not be opened publicly.

- B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B13.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B15. WITHDRAWAL OF BIDS

- B15.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

B16. EVALUATION OF BIDS

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12(pass/fail);
 - (c) Total Bid Price ;
 - (d) economic analysis of any approved alternative pursuant to B6;
- B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B16.4.2 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

B16.4 Further to B16.1(c), the Total Bid Price shall be the lump sum price shown in MERX.

B16.5 This Contract will be awarded as a whole.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16.

B17.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B17.4.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

B17.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of provision of towing and storage of motor vehicles for the period from award of contract until June 30, 2025, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on [^]of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.2.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, [^].

D2.3.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

- D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than their total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of their contract and the fulfilment of their obligations under their contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

- D4.1 When used in this Tender:
- (a) **Supply Chain Disruption** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:

David Ranger
Supervisor of Quartermaster Stores
Telephone No.: 204- 986-6141
Email Address: dranger@winnipeg.ca

D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D6.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise

acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

- D6.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. INSURANCE

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
 - (c) standard garage automobile liability policy in the amount of at least two million dollars (\$2,000,000.00);
 - (i) with collision or upset coverage for vehicles and equipment in the care, custody, or control of the Contractor in the amount of at least seventy-five thousand dollars (\$75,000.00) per loss with a maximum deductible of five hundred (\$500.00) dollars;
 - (d) coverage shall also include specified perils in the amount of at least five hundred thousand dollars (\$500,000.00).
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

- D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D9. COMMENCEMENT

- D9.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) evidence of the insurance specified in D8;
 - (iv) the direct deposit application form specified in D20; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D9.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D10. RESPONSE TIME

- D10.1 The Contractor shall perform the Work within thirty (30) minutes of a call to the dispatch office.
- D10.2 Response time shall be the total elapsed time from notification of a required tow to the commencement of Work on site by the tow truck operator.
- D10.3 Where Service cannot be performed in accordance with a request, the User must be notified. If the Contractor fails to notify the User, or perform the Work in accordance with the terms of the Contract, the City will consider the Contractor to be in default.

D11. COST RECOVERY FEE

- D11.1 The Contractor shall submit a cost recovery fee, in the amount indicated in D11.2 to the City of Winnipeg for all tows ordered for the following offences:
- (a) Impaired Driving;
 - (b) Unlicensed Driver;
 - (c) Suspended Driver, and;
 - (d) Other (includes street racing, prostitution and other tows ordered by a member of the WPS).
- D11.2 The cost recovery fee for all tows for Winnipeg Police Services shall be in the following amounts;
- (a) Twenty-five dollars (\$25.00) per tow of a motor vehicle;
- D11.3 The Contractor shall, on or before the fifteenth (15th) day of each month, file a report to the City, for all motor vehicles towed, during the calendar month immediately preceding, in accordance with D18, and shall, at that time, remit to the City the cost recovery fee(s) in respect of all applicable tows. The format of the report shall be mutually agreed upon by the Contract Administrator and the Contractor(s).

- D11.4 If the Contractor fails to remit the cost recovery fee by the due date, in accordance with D12.3, the Contractor shall be subject to a penalty of fifty (\$ 50.00) dollars or two (2%) percent per month, whichever is greater.
- D11.5 If the Contractor does not rectify a late remittance as directed by the Contract Administrator, they will be considered to be in default.
- D11.6 The City shall have the full right and power to take the whole of the Work, or any part or parts thereof, out of the hands of the Contractor, without process or action at law, upon giving the Contractor written notice.
- D11.7 The City may reduce any payment to the Contractor by the amount of any penalty assessed.

D12. LIQUIDATED DAMAGES

- D12.1 If the Contractor fails to perform the service within the time specified in D12.1, the City will immediately take action to obtain the service from another source. The Contractor shall pay the City one hundred twenty-five dollars (\$125.00) for each occurrence for towing services received from the other source as required.
- D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D13. SAFETY

- D13.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D13.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D13.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated;
 - (g) it is mandatory that all proper safety personal protective equipment is worn by all persons employed on the Work and at all times during the performance of the Work including but not limited to:
 - (i) eye/face protection;
 - (ii) hearing protection, when necessary;
 - (iii) safety foot wear;
 - (iv) safety reflective vest.

D14. EMPLOYEE BEHAVIOUR AND SUPERVISION

- D14.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:
- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
 - (b) do not smoke within a City facility;
 - (c) obey all posted safety rules;
 - (d) use their own two-way (2) radio(s) or telephones or cellular telephones necessary for on-site communication;
 - (e) when in the facility, that it is kept secure from entry by unauthorized persons.
- D14.2 The Contractor and their employees are prohibited from entering the premises of any location other than to perform the Work of this contract unless accompanied by plant staff.
- D14.3 The Contractor or their personnel will not be allowed to operate equipment other than described in this contract.
- D14.4 No one other than the Contractor and their driver or helper shall be allowed on the City of Winnipeg owned property.
- D14.5 The Contractor and their employees will be prohibited from using any video or audio recording devices including dash cameras and mobile phones when attending Winnipeg Police Service facilities, buildings and parking lots.

D15. DRESS CODE AND IDENTIFICATION

- D15.1 The Contractor's employees shall wear a uniform and clothing with the Contractors name shown as well as:
- (a) (a) shirt, T-shirt, sweater or hoodie;
 - (b) (b) jacket, windbreaker and parka;
 - (c) (c) employee's identification in a laminated card visible at all times on City property.

D16. DISPATCH OFFICE/ORDERS

- D16.1 The Contractor shall maintain and operate a dispatch office, twenty-four (24) hours a day, seven (7) days a week, where instructions from the City will be received by radio, telephone, fax or electronic / digital messaging and relayed to tow trucks by radio or electronic / digital messaging.
- D16.2 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed

D17. ORDERS

- D17.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D18. RECORDS

- D18.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D18.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;

- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D18.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D19. INVOICES

D19.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204 949-0864

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D19.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D20. PAYMENT

D20.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

WARRANTY

D21. WARRANTY

D21.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D22. DISPUTE RESOLUTION

D22.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D22.

D22.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

- D22.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Division Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D22.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D22.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D22.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D22.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D22.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D22.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D23. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D23.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D23.2 Further to D23.1, in the event that the obligations in D23 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D23.3 For the purposes of D23:

- (a) **“Government of Canada”** includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D23.4 Modified Insurance Requirements

- D23.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.
- D23.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D23.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D23.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D23.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D23.5 Indemnification By Contractor

- D23.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D23.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
 - (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D23.6 Records Retention and Audits

- D23.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of

contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D23.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D23.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D23.7 Other Obligations

D23.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D23.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D23.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D23.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D23.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D23.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

E2. SERVICES

- E2.1 The Contractor shall provide towing and storage of motor vehicles within the boundaries of the City of Winnipeg and in accordance with the requirements hereinafter specified.
- E2.2 This Contract does not cover work that may be covered by other contracts for example the Manitoba Public Insurance Corporation's (Autopac) contract.
- E2.3 City owned vehicles and equipment that may be subject to enforcement action shall be covered by this Contract.

E3. TOW TRUCKS

- E3.1 Tow trucks shall be operated and maintained in accordance with the applicable regulations and legislation.
- E3.2 Tow trucks shall be clean and kept in a neat appearance.
- E3.3 Tow trucks shall be clearly marked on both sides of the vehicle with the company name, address and vehicle identifying number. This shall be clearly legible at all times. The size of the lettering shall not be less than five (5) centimetres in height and width.
- E3.4 Tow trucks shall be equipped with two-way (2) radios and or means to receive electronic / digital messaging for communication between the tow truck and the Contractor's compound and the Contractor's dispatcher.
- E3.5 Tow trucks shall be equipped with a set of portable light units with a minimum of fifteen (15) metres of connecting wire which shall be connected to the tail-light, brake lights and signal lights of the tow truck and securely placed on the rear of the towed vehicle, in all cases where the hazard lights of the towed vehicle cannot be activated.
- E3.6 Every boom and winch used on a tow truck shall display a capacity rating, certified by the manufacturer thereof or by a person or organization acceptable to the City.
- E3.7 Tow trucks shall be equipped with the proper equipment to clean up an accident site with equipment inclusive of but not limited to shovel(s), sand, chain(s) and broom(s) and additional equipment as required. The Contractor will also remove the debris from the area. The tow trucks shall be equipped with a torque wrench to torque wheels nuts to wheel specifications when installing spare tires.
- E3.8 The Contractor shall, at all times, have available at least two (2) light duty tow trucks, two (2) medium duty tow trucks and one (1) or heavy duty tow truck, to perform their responsibilities.
- E3.9 The Contractor shall at all times have the following types of a tilt deck trailer and applicable tractor unit, to perform their responsibilities.

- (a) One (1) ground loading tilt deck trailer with a minimum gross vehicle weight of eighteen thousand (18,000) kilograms (40,000 lbs.).
- (b) One (1) ground loading tilt deck trailer with a minimum gross vehicle weight of thirty two thousand nine hundred and thirty-one thirty-six (32,931) kilograms (72,600 lbs.)
- (c) Including but not limited to the actual move, disconnection and subsequent reconnection of drive shaft or transmission linkage.

- E3.10 The Contractor shall provide a complete list of the equipment which the Contractor proposes to use within three (3) Business Days of a request by the Contract Administrator.
- E3.11 The Contractor shall provide a flat rate for boosting a vehicle battery (12 / 24 Volt) where no other service is required. Where boosting is unsuccessful and towing is therefore required, only the towing charge shall apply.
- E3.12 The Winnipeg Police Service will require one (1) compound that shall contain a clean, heated, secure building for the storage of vehicles under "Police Hold" separately and apart from other vehicles, traffic and persons until the removal of the "Police Hold". The building(s) shall be one or more separate buildings. During the period of "Police Hold" storage, no other activity shall be permitted in this area. The building(s) for Section A shall total a minimum of twelve hundred (1,200) square feet in order to store the equivalent of six (6) full-size motor vehicles (cars or trucks).

E4. STORAGE COMPOUNDS

- E4.1 The Contractor shall operate and maintain a vehicle storage compound(s) for the storage of vehicles towed under this Contract. The compound(s) must be located within the boundaries of the City of Winnipeg.
- E4.2 The compound(s) shall have sufficient space to reasonably accommodate the number of vehicle days of storage per year specified on Form B: Prices considering other activities or work which the Contractor or others may be performing at the compound(s).
- E4.3 The compound(s) shall be enclosed by a chain link fence two (2) metres in height, topped by one-half (1/2) metre of barbed wire. There shall be only one (1) gate in the fence to provide a means of ingress to or egress from the compound(s) which shall be kept locked at all times when not in use.
- E4.4 The compound(s) shall be paved or otherwise hard-surfaced to provide a drivable surface under all weather conditions.
- E4.5 The compound(s) shall be provided with artificial lighting sufficient to illuminate the entire compound(s) between sunset and sunrise and to assure the safety and security of the premises.
- E4.6 The compound(s) shall be open and available twenty-four (24) hours a day, every day, with sufficient staff provided by the Contractor to operate and maintain it in good order.
- E4.7 The Contractor shall notify the Contract Administrator and registered owner of any vehicle that is unclaimed after five (5) days.

E5. VEHICLES TO BE TOWED

- E5.1 The Contractor(s) shall tow vehicles only as hereafter specified.
- E5.2 The Contractor(s) shall tow vehicles on an "as required" basis at any time upon the specific instruction of a City of Winnipeg Police Officer for such cases as parking offences, confiscated vehicles, abandoned vehicles, incapacitated vehicles or vehicles held for investigations.

E6. RULES OF TOWING

- E6.1 If the vehicle is unlocked, the tow truck operator shall, where possible, prepare the vehicle for towing by placing the transmission in neutral and disengaging the parking brake and then locking the vehicle. A vehicle will be deemed to be unlocked if a window is open to the extent that an individual may gain access to the interior of the vehicle. If the vehicle is locked or is equipped with an ignition/transmission/steering interlock or similar device, the tow truck operator shall prepare the vehicle for towing by disengaging the external transmission linkages, or by disconnecting the drive-shaft, or by using a dolly. Under no circumstances shall the tow truck operator attempt to gain entry to a locked vehicle. All vehicles shall be locked prior to towing.
- E6.2 The tow truck operator shall, immediately upon commencement of towing, notify the dispatch office of:
- (a) the license number, make, model, year and colour of the vehicle towed;
 - (b) the location from which the vehicle is being towed;
 - (c) the location to which the vehicle is being towed;
 - (d) The dispatch office shall immediately relay this information to the Winnipeg Parking Authority.
- E6.3 If specifically instructed by the City of Winnipeg that a vehicle is being towed under a "Police Hold", the vehicle shall be handled carefully according to instructions of Police at the scene. The vehicle shall be towed to the compound where it will be kept separate and apart from other vehicles and traffic end placed in a clean, heated secure building until the "Police Hold" is removed.
- E6.4 When a vehicle is being towed under a "Police Hold" the dispatch office shall notify the Police Service when the vehicle has arrived at the compound.
- E6.5 Upon arrival at destination, the tow truck operator shall restore the vehicle to its original condition by reversing any preparatory work such as the disconnection of transmission linkages.

E7. RETURN OF VEHICLES

- E7.1 The Contractor(s) shall keep each of its compounds staffed and open for business twenty-four (24) hours every day so that the owner/driver of a stored vehicle may regain possession of his vehicle at any time.
- E7.2 With vehicles towed for reasons other than "Police Hold" or suspended or prohibited driving, the Contractor(s) shall return the towed, or towed and stored, vehicle to the owner/driver immediately after the owner/driver has:
- (a) presented, as identification, a valid driver's license and the applicable motor vehicle registration;
 - (b) paid the fees as prescribed under this contract;
 - (c) signed a receipt for the vehicle.
- E7.3 If unable to produce a valid driver's license or a person with a valid license to drive in his/her stead, the person claiming the vehicle shall produce or arrange proper towing of the vehicle prior to its release.
- E7.4 With vehicles towed for "Police Hold", the Contractor(s) shall not release the towed, or towed and stored, vehicle without prior police authorization. The Contractor(s) shall obtain the name and identifying departmental number and division of the person authorizing release of the "Police Hold". No one shall be allowed access to vehicles under "Police Hold" without prior police authorization, nor shall anyone be allowed to remove articles from such vehicles under any circumstances without prior police authorization. Once the "Police Hold" has been removed by an authorized police officer, the vehicle shall then be handled as in, E7.2.

- E7.5 With vehicles towed for suspended driving under the Highway Traffic Act or for prohibited driving under the Criminal Code, the Contractor(s) shall not release the towed, or towed and stored, vehicle without prior police authorization. The Contractor(s) shall obtain the name and identifying departmental number and division of the person authorizing release. Once the proper authorization to release the vehicle has been received by the Contractor(s), the vehicle shall then be handled as in, E7.2.
- E7.6 When a vehicle is claimed eta compound, the Contractor(s) shall, if requested by the owner/driver, deliver the vehicle to the owner/driver at the front entrance to the compound, If not so requested, the owner/driver shall be escorted to his vehicle for his personal removal.
- E7.7 The Contractor(s) shall not require an owner/driver to sign any document releasing the Contractor(s) from responsibility for any possible damage to the owner/driver's vehicle.
- E7.8 If an owner/driver obtains a judgment, from a court of competent jurisdiction, against the Contractor(s) for damages to a vehicle while in the care and custody of the Contractor(s), the Contractor(s) shall make immediate payment to the owner/driver pursuant to that judgment.

E8. PAYMENT FROM OWNER/DRIVER

- E8.1 Except as authorized by the Contract Administrator, towing and storage charges are payable by the owner / driver of the towed vehicle.
- E8.2 The Contractor shall accept payment from owner / drivers in at least the following forms:
- (a) Cash;
 - (b) Visa;
 - (c) MasterCard.
- E8.3 The Contractor(s) shall be solely responsible for the satisfactory collection of payment from the owner/driver. Under no circumstances will the City be responsible for these charges.
- E8.4 The Contractor shall have each tow trucks equipped to accept all times, have facilities to permit payment for services in cash or by credit cards. They shall accept Visa and MasterCard as well as cash and any specified other forms of payment.

E9. SUSPENSION AND REMOVAL

- E9.1 At the sole discretion of the Contract Administrator, the City may remove any designated tow truck for specific instances of unacceptable performance such as, but not limited to:
- (a) equipment mechanical condition;
 - (b) operator attitude, ability or actions;
 - (c) failure to report to assigned job;
 - (d) failure to report at assigned time;
 - (e) failure to properly complete work tickets; and
 - (f) low productivity.
- E9.2 Permanent removal may result from repeated instances of unacceptable performance at the sole discretion of the Contract Administrator.

E10. REINSTATEMENT OF TOW TRUCKS

- E10.1 To enable suspended tow trucks to be reinstated, the Contractor shall be required to explain the circumstances that caused the suspension. The Contractor shall also be required to identify what corrective actions have been taken to address the cause of the suspension. The Contract Administrator reserves the right to require that the:

- (a) operator be tested by City staff (at the Contractors expense);
- (b) tow truck is repaired and inspected after the repair;
- (c) tow truck and operator are monitored in the field;
- (d) any other remedy deemed necessary to improve performance.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

SECURITY CLEARANCE FOR WORK AT WINNIPEG POLICE SERVICE BUILDINGS OR STATIONS

- F1.1 The City will conduct a Level Two Security Clearance Check for:
- (a) owner(s), members of the Board of Directors and persons with controlling interest in the company; and
 - (b) any individual proposed to perform Work under the Contract for the Winnipeg Police Service.
- F1.2 The Contractor shall provide the Contract Administrator with:
- (a) a list of individuals identified in F1.1;
 - (i) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before they assume their controlling role within the company or are proposed to commence Work for the Winnipeg Police Service.
 - (b) A completed Form P-608: Security Clearance Check authorization form available at <https://www.winnipeg.ca/matmgt/templates/information.stm#securitycheck> . Form P-608 must be signed and dated.
 - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 of Form A: Bid/Proposal.
- F1.3 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Security Section Supervisor at Main Floor, 245 Smith Street:
- (a) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before they assume their controlling role within the company or are proposed to commence Work for the Winnipeg Police Service.
- F1.4 Any company for whom a satisfactory Level Two Security Clearance is not obtained for all owner(s), member(s) of the Board of Directors; and persons with controlling interests in the company will not be qualified for award of Contract.
- F1.5 Any individual proposed to do the Work for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work for Winnipeg Police Service.
- F1.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require a further Security Clearance Check.
- F1.7.1 The Contract will be terminated with any Contractor should any owner(s), member(s) of the Board of Directors; or persons with controlling interest in the company fail to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check.
- F1.7.1 Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract for the Winnipeg Police Service.
- F1.8 If a person fails a Winnipeg Police Service security clearance check at any level, they will not be able to apply for another clearance for 2 years.